

Status of DSL Disconnects on UNE-P Orders

As described in the Reply Declaration of Lori A. Simpson filed in WC Docket No. 02-189, Qwest modified its internal procedures to eliminate DSL disconnects in error based on order entries when an end-user migrates from Qwest service to CLEC UNE-P service and wishes to retain DSL service. Qwest II Simpson Reply Decl. ¶ 8. This modification was transparent to CLECs and consisted of adding a field identifier ("FID") of "ADSL" on service orders. As Ms. Simpson stated, Qwest implemented this change on July 11, 2002.

The addition of the new FID has alleviated CLEC concerns about DSL disconnects during conversion of UNE-P customers. Between July 26 and September 23, Qwest processed 201 UNE-P orders which included DSL service with no outages.¹ The fact that there was not a single DSL disconnect on UNE-P conversions during that time amply demonstrates that CLEC concerns have been successfully addressed and that this issue has been resolved.

¹ The only outage Qwest recorded during that time occurred on an unbundled loop, not on UNE-P.

Status of Line Sharing Service Order Completions

As described in the Reply Declaration of Karen A. Stewart in WC Docket No. 02-189, Qwest implemented quality control measures designed to address CLEC concerns that Qwest was sending service order completion notices ("SOCs") on line sharing installations to CLECs before the work was actually completed by Qwest technicians. Qwest II Stewart Reply Decl. ¶¶ 35-42. Although Qwest did not agree that this was a significant issue, it wanted nonetheless to ensure that the potential for premature SOCs was addressed and monitored. *Id.* These measures went into effect by July 11, 2002.

First, Qwest central office technicians were instructed to complete line sharing orders by 4:00 p.m. each day and to manually complete each order, thus allowing for an affirmative confirmation that the physical work had been completed. Next, the new policy called for identification of all line sharing orders that are not complete by 4:00 p.m. local time. Inquiries into the provisioning status of these orders result in either completion of the order or positive jeopardy notification to the CLEC that the order may not complete on the desired completion date. Through this process, care is taken to ensure the billing "N" order also is placed in jeopardy status.

Qwest began tracking the results of this added step in the line sharing installation process and is convinced that the occurrence of SOCs on line sharing orders that have not been completed by the technician in the central office is *de minimis*. For example, in August, the first full month of tracking the results of the

manual completion process, in the nine application states, only 11 orders out of 1619, or 0.7% of CLEC change orders, auto-completed and therefore had any potential to have been completed prematurely.¹

Qwest believes that this level of success with a newly implemented manual completion process indicates that premature service order completions are not a significant issue for line sharing, and that this issue therefore can be considered resolved.

¹ A change order (or “C order”) is the actual service order that generates the central office line sharing work on an existing local exchange line.

Status of Treatment of Line Sharing Outages

In its Reply Comments in WC Docket No. 02-148, Qwest stated that it would implement a change in how line sharing outages are categorized. Qwest I Stewart Reply Decl. ¶¶ 45-46. With the implementation of this change, line sharing outages are now classified as “out of service” rather than “service affecting,” so that line sharing outages and voice service outages are now treated comparably. Qwest stated that this change would go into effect on August 16, 2002. *Id.*

Qwest has implemented the change as promised. In fact, Qwest was able to put this new approach to line sharing repairs into effect by July 29, 2002, more than two weeks ahead of schedule.

As expected, the change in categorizing line sharing outages may have had a positive effect on Qwest’s commercial performance for maintenance and repair. For example, MR-4 and MR-6 improved regionwide in the month of August. *See Qwest Regionwide Commercial Performance Results, September 2002, at 238-42 (MR-4, MR-6).*

As discussed in the Qwest I Stewart Reply Declaration, Qwest believes that CLEC requests for delayed repair appointments and joint meets for repair testing beyond the first 24 hours are contributing to the Qwest commercial results for MR-3, MR-4 and MR-6. Qwest I Stewart Reply Decl. ¶¶ 47-50 and Exhibit KAS-4. Ms. Stewart stated that Qwest had begun the work to determine how to identify and track these CLEC-requested delays (*i.e.*, lack of access situations for repair) and to exclude the requested delay time from the appropriate PIDs. *Id.* ¶ 48.

Qwest has virtually completed this process, and will be notifying CLECs within two weeks of the date of this refiled Consolidated Application regarding how these requested delays will be identified and appropriately excluded from MR-3, MR-4, and MR-6. Qwest believes the net result of this change will be that the Qwest commercial PIDs will more accurately reflect the quality of repair service Qwest is offering and providing to CLECs.

In summary, Qwest is confident that these steps will address any potential concerns about Qwest's repair performance for line sharing.

Status of Router Testing for Line Sharing

During Qwest's 271 application process, Covad requested that Qwest perform "router testing" during line shared loop provisioning. In workshop negotiations with Covad, Qwest agreed to perform LSVT tests. As even Covad acknowledges, ¹ LSVT tests ensure that electrical continuity (i.e., connectivity and polarity) exists. Qwest did purchase and make LSVT test gear available in every central office with line sharing equipment by December 2001 as committed to Covad. Thus, Qwest already has a quality-assurance system in place to ensure physical continuity of the line between the main distribution frame ("MDF") and the DSLAM. ²

However, in an effort to continue to work collaboratively with its CLEC customers, and to meet their expressed needs, Qwest agrees to develop a router testing option as part of its line shared loop provisioning process. The initial terms and conditions for this testing option are as follows:

- The CLEC must provide DSL type (CAP, DMT, G.Lite) information on the line shared loop LSR. This is necessary to allow the router test device to talk to the CLEC owned DSLAM. New USOCs and FIDs will be required to facilitate passage of this information.
- Router testing for line shared loops will be performed using the same Qwest DSL test set used for Qwest retail DSL service.
- Router testing will be performed only to determine the physical connectivity between the MDF and the CLEC provided DSLAM, and not to test data services.

¹ See Stewart ROC II Reply Decl. at ¶ 52.

² See Stewart ROC II Reply Decl. at ¶¶ 44-58.

- Router testing will be performed only in those central offices where the Qwest DSL test set has already been deployed. There are approximately 55 central offices where line sharing equipment is installed and Qwest has not deployed the DSL test sets.
- Where the Qwest DSL test set is not available in the central office, Qwest will perform the LSVT test.
- When the CLEC chooses not to provide the type of DSL, Qwest can only perform an LSVT test during provisioning.
- The optional router testing is not available when the CLEC uses MVL-type DSL, since MVL is not supported by Qwest's DSL test set.

Qwest will make every effort to complete implementation of this testing option by the end of the fourth quarter, 2002. Qwest is unable at this time to provide a more definitive date due to the interplay of business process changes, timing of a Telcordia software enhancement to allow for additional jeopardy codes, and successful completion of the Qwest Change Management Process.

In sum, Qwest believes it has processes in place to test the physical continuity of the high frequency portion of the loop and provides CLECs with quality line shared installations.³ However, to the extent that CLECs are convinced that router testing will provide additional testing assurance, Qwest will make this option available in the near future.

³ Qwest's consistently good commercial performance for line sharing installations in the states included in this Application, described in Qwest's original Applications and updated through the filing of performance data through August 2002, supports this conclusion. See Stewart ROC I Line Sharing Decl. at ¶¶ 44-53; Stewart ROC II Line Sharing Decl. at ¶¶ 45-52.

Response to Price Squeeze Questions (Montana)
and Status of UNE Rates (Washington)

As explained in Qwest's previous submissions (*e.g.*, Qwest I Brief at 186-89), the "price squeeze" claims raised by the non-facilities-based CLECs are flawed simply as a matter of law for the following reasons (among others):

(1) Congress required regulators to set UNE rates on the basis of *cost*, not profit margins; (2) Congress therefore neither designed nor expected a cost-based platform to help CLECs recruit customers that an ILEC serves at *below-cost* rates through various subsidy mechanisms; (3) for such customers, Congress entitled CLECs to resale of an ILEC's retail services, for which CLECs pay a wholesale rate stepped down from the incumbent's retail rate; and (4) "it would not be in the public interest to deny a section 271 application simply because the local telephone rates are low." ¹

As Qwest further demonstrated in its Application and Reply Comments in WC Docket No. 02-189, ² CLECs seeking to serve residential customers in Montana can earn positive margins between \$4.73 and \$6.19 in every density zone through section 251(c)(4) resale. The Commission has made clear that resale must be considered in any price squeeze inquiry, and that resale "provides a profit margin"

¹ *Vermont 271 Order*, 17 FCC Rcd at 7664 ¶ 68; *accord New Hampshire/Delaware 271 Order*, ¶ 161. In fact, because Section 271(d)(4) bars the FCC from "extend[ing] the terms used in the competitive checklist," the Commission could not (even if it wished to) lawfully construe the "public interest" standard to impose new "top-down," margin-related pricing requirements *for UNEs* instead of, or in addition to, the "bottom-up" cost standard prescribed by Section 252(d)(1) and incorporated by reference in the checklist.

² See Qwest II Brief at 188-92; Thompson Montana Pricing Decl. ¶¶ 24-31 & Exh. JLT-MT-6; Qwest II Reply Comments at 116-22; Thompson Pricing Reply Decl. ¶¶ 68-100; Reply Exh. JLT-12.

even where “the costs of individual elements *exceed* the retail rate.” *See, e.g., Vermont 271 Order*, 17 FCC Rcd at 7664 ¶ 69. Moreover, even with regard to UNE-based competition, positive margins ranging from \$2.41 to \$2.85 are available to CLECs in every zone in Montana for provision of residential service to those customers that produce merely average toll, access, and feature revenues.³

Qwest now provides additional evidence confirming that, using the UNE-P, CLECs in Montana can earn large positive margins serving substantial numbers of residential customers, meaning they are not “doomed to failure” in the residential market.⁴ First, there are substantial numbers of residential customers in Montana who have demonstrated their willingness to purchase high-margin-generating packages of multiple vertical features, and whom CLECs can profitably target. Customers representing fully 22% of Qwest’s residential access lines in Montana pay an additional \$16.22 per month on top of all other service charges to subscribe to “Custom Choice,” a package of twenty vertical features. Exhibit 10-1 demonstrates that end users who purchase the equivalent of Qwest’s “Custom Choice” package, and who generate average access and toll revenues, would offer

³ By comparison, the Commission found a \$2.76 margin sufficient to permit competitive entry in the South Carolina residential market. *See Alabama/Kentucky/Mississippi/North Carolina/South Carolina 271 Order*, ¶ 284.

⁴ *Sprint Communications Co. L.P. v. FCC*, 274 F.3d 549, 554 (D.C. Cir. 2001); *see Georgia/Louisiana 271 Order*, 17 FCC Rcd at 9179-80 ¶ 286; *Vermont 271 Order*, 17 FCC Rcd at 7664 ¶ 70. This additional evidence, which supplements the Thompson Montana Pricing Declaration, is presented in the same format as Exh. JLT-MT-6 thereto. In particular, Exhibit 10-2 is identical to Exh. JLT-MT-6, except that it also factors in revenue from federal universal service funds and the amortized costs of non-recurring charges.

CLECs substantial margins -- ranging from about \$14.50 to almost \$15.00 -- in every density zone in Montana.

Second, the Commission has made clear that any price squeeze analysis must account for the CLECs' "ability . . . to leverage their presence in the long-distance or business markets . . . into an economically viable residential telephone service business." Vermont 271 Order, 17 FCC Rcd at 7664 ¶ 71. Exhibit 10-3 details the margins available to CLECs that provide local exchange service to Montana business customers. Like the analysis presented in Exh. JLT-MT-6 to the Thompson Montana Pricing Declaration (which focused on residential customers), this attachment presents four "cases." "Case A" represents a business customer who purchases only basic service with no additional revenues; "Case B" represents a business customer with low additional revenues (basic service plus 50% of average additional revenues); "Case C" represents a business customer who provides an average amount of additional revenue (basic service plus average additional revenues); and "Case D" represents a business customer who offers the local exchange carrier a high degree of additional revenue (basic service plus 150% of average additional revenues). As this analysis demonstrates, the average (Case C) business user offers a CLEC a margin ranging from \$25.35 to \$25.79 in every density zone. A high-end (Case D) business user offers margins between \$30.99 and \$31.43. And even a "Case A" business end user, who supplies no revenue beyond those associated with basic service, provides margins of more than \$14.00 in every zone.

Qwest also notes that, on August 30, 2002, it filed tariff revisions with the WUTC to reflect new UNE rates and a proposal to deaverage the HUNE rate (Docket No. UT-021121). Thereafter, in order to address WUTC and Staff concerns that a deaveraged HUNE rate would be inconsistent with a prior WUTC order, on Sept 25, 2002, Qwest offered to withdraw the deaveraged rates and refile a flat rate of \$2.00 (reduced from \$4.00), to be effective September 29, 2002. Revised tariff sheets were filed on September 25, 2002. The WUTC allowed the rates to become effective on the stated effective date.

Qwest Montana

Comparison of Residential Revenue to UNE-P Costs (with Federal USF)

UNE-P Cost

	Zone 1	Zone 2	Zone 3	Zone 4
Port	\$ 1.58	\$ 1.58	\$ 1.58	\$ 1.58
Loop	\$ 23.10	\$ 23.90	\$ 27.13	\$ 29.29
Local switching	\$ 7.22	\$ 7.22	\$ 7.22	\$ 7.22
Shared Transport	\$ 1.08	\$ 1.08	\$ 1.08	\$ 1.08
	\$ 32.98	\$ 33.78	\$ 37.01	\$ 39.17
Non-recurring	\$ 0.02	\$ 0.02	\$ 0.02	\$ 0.02
	\$ 33.00	\$ 33.80	\$ 37.03	\$ 39.19

% of Residence Lines

Zone 1	75%
Zone 2	11%
Zone 3	10%
Zone 4	4%

	Estimated Revenue	Resale Cost	Avg. Resale Revenue
Basic and EAS	\$ 19.17	\$ 15.70	\$ 20.81
SLC	\$ 5.33	\$ 5.33	\$ 5.33
Line Revenue	\$ 24.50	\$ 21.03	\$ 26.14
Federal USF	\$ 1.94	\$ -	\$ -
Features	\$ 4.10	\$ 3.36	\$ 4.10
Inter/intra LATA Access	\$ 4.03	\$ -	\$ -
IntraLATA Toll	\$ 1.28	\$ 1.05	\$ 1.28
Total Additional (Access, Toll)	\$ 9.41	\$ 4.41	\$ 5.38

	Case A No Additional Revenue					Resale	Case B Low Additional Revenue					Resale
	Zone 1	Zone 2	Zone 3	Zone 4	Zone 1-4	Zone 1-4	Zone 1	Zone 2	Zone 3	Zone 4	Zone 1-4	Zone 1-4
Local line	\$ 24.50	\$ 25.25	\$ 28.25	\$ 30.25	\$ 26.14	\$ 26.14	\$ 24.50	\$ 25.25	\$ 28.25	\$ 30.25	\$ 26.14	\$ 26.14
Add'l Revs & Federal USF	\$ 1.94	\$ 1.94	\$ 1.94	\$ 1.94	\$ -	\$ -	\$ 6.65	\$ 6.65	\$ 6.65	\$ 6.65	\$ 2.69	\$ 2.69
UNE-P Cost	\$ 33.00	\$ 33.80	\$ 37.03	\$ 39.19	\$ 21.41	\$ 21.41	\$ 33.00	\$ 33.80	\$ 37.03	\$ 39.19	\$ 23.61	\$ 23.61
Gross margin	\$ (6.56)	\$ (6.61)	\$ (6.84)	\$ (7.00)	\$ 4.73	\$ 4.73	\$ (1.86)	\$ (1.91)	\$ (2.14)	\$ (2.30)	\$ 5.22	\$ 5.22
Margin as % of cost	-20%	-20%	-18%	-18%	22%	22%	-6%	-6%	-6%	-6%	22%	22%

	Case C Med Additional Revenue					Resale	Case D High Additional Revenue					Resale
	Zone 1	Zone 2	Zone 3	Zone 4	Zone 1-4	Zone 1-4	Zone 1	Zone 2	Zone 3	Zone 4	Zone 1-4	Zone 1-4
Local line	\$ 24.50	\$ 25.25	\$ 28.25	\$ 30.25	\$ 26.14	\$ 26.14	\$ 24.50	\$ 25.25	\$ 28.25	\$ 30.25	\$ 26.14	\$ 26.14
Add'l Revs & Federal USF	\$ 11.35	\$ 11.35	\$ 11.35	\$ 11.35	\$ 5.38	\$ 5.38	\$ 16.06	\$ 16.06	\$ 16.06	\$ 16.06	\$ 8.07	\$ 8.07
UNE-P Cost	\$ 33.00	\$ 33.80	\$ 37.03	\$ 39.19	\$ 25.81	\$ 25.81	\$ 33.00	\$ 33.80	\$ 37.03	\$ 39.17	\$ 28.02	\$ 28.02
Gross margin	\$ 2.85	\$ 2.80	\$ 2.57	\$ 2.41	\$ 5.71	\$ 5.71	\$ 7.56	\$ 7.51	\$ 7.28	\$ 7.14	\$ 6.19	\$ 6.19
Margin as % of cost	9%	8%	7%	6%	22%	22%	23%	22%	20%	18%	22%	22%

Qwest Montana

Comparison of Residential Custom Choice Revenue to UNE-P Costs

UNE-P Cost

	Zone 1	Zone 2	Zone 3	Zone 4
Port	\$ 1.58	\$ 1.58	\$ 1.58	\$ 1.58
Loop	\$ 23.10	\$ 23.90	\$ 27.13	\$ 29.29
Local switching	\$ 7.22	\$ 7.22	\$ 7.22	\$ 7.22
Shared Transport	\$ 1.08	\$ 1.08	\$ 1.08	\$ 1.08
	\$ 32.98	\$ 33.78	\$ 37.01	\$ 39.17
Non-recurring	\$ 0.02	\$ 0.02	\$ 0.02	\$ 0.02
	\$ 33.00	\$ 33.80	\$ 37.03	\$ 39.19

	Estimated Revenue	Resale Cost	Avg. Resale Revenue
Basic and EAS	\$ 19.17	\$ 15.70	\$ 20.81
SLC	\$ 5.33	\$ 5.33	\$ 5.33
Line Revenue	\$ 24.50	\$ 21.03	\$ 26.14
Federal USF	\$ 1.94	\$ -	\$ -
Custom Choice	\$ 16.22	\$ 13.28	\$ 16.22
Inter/Intra LATA Access	\$ 4.03	\$ -	\$ -
IntraLATA Toll	\$ 1.28	\$ 1.05	\$ 1.28
Total Additional (Access, Toll)	\$ 5.31	\$ 1.05	\$ 1.28

	Zone 1	Zone 2	Zone 3	Zone 4	Resale Zone 1-4
Local line	\$ 24.50	\$ 25.25	\$ 28.25	\$ 30.25	\$ 26.14
Add'l Revs & Federal USF	\$ 23.47	\$ 23.47	\$ 23.47	\$ 23.47	\$ 17.50
UNE-P Cost	\$ 33.00	\$ 33.80	\$ 37.03	\$ 39.19	\$ 35.36
Gross margin	\$ 14.97	\$ 14.92	\$ 14.69	\$ 14.53	\$ 8.28
Margin as % of cost	45%	44%	40%	37%	23%

% of Residential Customers 22%

Qwest Montana

Comparison of Business Revenue to UNE-P Costs

UNE-P Cost

	Zone 1	Zone 2	Zone 3	Zone 4
Port	\$ 1.58	\$ 1.58	\$ 1.58	\$ 1.58
Loop	\$ 23.10	\$ 23.90	\$ 27.13	\$ 29.29
Local switching	\$ 7.22	\$ 7.22	\$ 7.22	\$ 7.22
Shared Transport	\$ 1.08	\$ 1.08	\$ 1.08	\$ 1.08
	\$ 32.98	\$ 33.78	\$ 37.01	\$ 39.17
Non-recurring	\$ 0.02	\$ 0.02	\$ 0.02	\$ 0.02
	\$ 33.00	\$ 33.80	\$ 37.03	\$ 39.19

% of Business Lines

Zone 1	89%
Zone 2	6%
Zone 3	4%
Zone 4	1%

	Estimated Revenue	Resale Cost	Avg. Resale Revenue
Basic and EAS	\$ 36.38	\$ 29.80	\$ -
SLC	\$ 9.20	\$ 9.20	\$ 9.20
Line Revenue	\$ 45.58	\$ 39.00	\$ 9.20
Federal USF	\$ 1.94	\$ -	\$ -
Features	\$ 4.47	\$ 3.66	\$ 4.47
Inter/Intra LATA Access	\$ 5.52	\$ -	\$ -
IntraLATA Toll	\$ 1.28	\$ 1.05	\$ 1.28
Total Additional (Access, Toll, USF)	\$ 11.27	\$ 4.71	\$ 5.75

	Case A No Additional Revenue					Case B Low Additional Revenue				
	Zone 1	Zone 2	Zone 3	Zone 4	Resale Zone 1-4	Zone 1	Zone 2	Zone 3	Zone 4	Resale Zone 1-4
Local line	\$ 45.58	\$ 46.33	\$ 49.33	\$ 51.33	\$ 9.20	\$ 45.58	\$ 46.33	\$ 49.33	\$ 51.33	\$ 9.20
Add'l Revs & Federal USF	\$ 1.94	\$ 1.94	\$ 1.94	\$ 1.94	\$ -	\$ 7.58	\$ 7.58	\$ 7.58	\$ 7.58	\$ 2.88
UNE-P Cost	\$ 33.00	\$ 33.80	\$ 37.03	\$ 39.19	\$ 7.53	\$ 33.00	\$ 33.80	\$ 37.03	\$ 39.19	\$ 9.89
Gross margin	\$ 14.52	\$ 14.47	\$ 14.24	\$ 14.08	\$ 1.67	\$ 20.16	\$ 20.11	\$ 19.88	\$ 19.72	\$ 2.19
Margin as % of cost	44%	43%	38%	36%	22%	61%	59%	54%	50%	22%

	Case C Med Additional Revenue					Case D High Additional Revenue				
	Zone 1	Zone 2	Zone 3	Zone 4	Resale Zone 1-4	Zone 1	Zone 2	Zone 3	Zone 4	Resale Zone 1-4
Local line	\$ 45.58	\$ 46.33	\$ 49.33	\$ 51.33	\$ 9.20	\$ 45.58	\$ 46.33	\$ 49.33	\$ 51.33	\$ 9.20
Add'l Revs & Federal USF	\$ 13.21	\$ 13.21	\$ 13.21	\$ 13.21	\$ 5.75	\$ 18.85	\$ 18.85	\$ 18.85	\$ 18.85	\$ 8.63
UNE-P Cost	\$ 33.00	\$ 33.80	\$ 37.03	\$ 39.19	\$ 12.24	\$ 33.00	\$ 33.80	\$ 37.03	\$ 39.19	\$ 14.60
Gross margin	\$ 25.79	\$ 25.74	\$ 25.51	\$ 25.35	\$ 2.71	\$ 31.43	\$ 31.38	\$ 31.15	\$ 30.99	\$ 3.23
Margin as % of cost	78%	76%	69%	65%	22%	95%	93%	84%	79%	22%

Application of the Switching Carve-Out

Effective September 25, 2002, Qwest revised the manner in which it applies the four-or-more-line switching carve-out. For purposes of calculating applicability of the carve-out, Qwest now counts lines on an end-user location basis rather than on a wire center basis. With this change, Qwest's practices are consistent with the Wireline Competition Bureau's decision in the Virginia Arbitration Order.¹

On September 25, Qwest provided notice of this change to CLECs *via* the Change Management Process. A copy of the notice to CLECs is attached as Exhibit 11-1 hereto. Qwest also posted on its web site on September 25 a contract amendment reflecting the change. The contract amendment is attached as Exhibit 11-2.

Finally, Qwest has revised its Wholesale Product Catalog ("PCAT") for unbundled switching and UNE-P to reflect the change. The revised PCAT language can be found in the attached notice to CLECs in Exhibit 11-1.

¹ *Petition of WorldCom, Inc. Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Interconnection Disputes with Verizon Virginia Inc., and for Expedited Arbitration*, CC Docket No. 00-218, ¶¶ 360-63 (July 17, 2002). Qwest's revised policy was already in effect in Washington, where the Washington Utilities and Transportation Commission determined in its final order on unbundled switching that lines should be counted on a per-location basis for purposes of the carve-out. See Simpson/Stewart ROC II Switching Decl. at ¶ 21.



Announcement Date:	September 24, 2002
Effective Date:	September 25, 2002
Document Number:	PROS.09.24.02.F.00585.Density_Zone_1
Notification Category:	Process Notification
Target Audience:	CLECs, Resellers
Subject:	CMP – Unbundled Network Elements-Platform (UNE-P) – General Information, Unbundled Network Element Switching (UBS), & Negotiations Template Agreement
Level of Change:	Level 1
Associated CR Number or System Release Number:	Not Applicable

Summary of Change:

On September 25, 2002, Qwest will post updates to its Wholesale Product Catalog that include corrections, clarifications and additional information for Unbundled Network Elements – Platform (UNE-P) – General Information, Unbundled Network Element Switching (UBS) and the Negotiations Template Agreement.

Corrections, clarifications and/or additional information that does not change the product or process have been made to Unbundled Network Elements – Platform (UNE-P) – General Information, Unbundled Network Elements Switching (UBS), and the Negotiations Template Agreement. Specifically, Qwest has clarified the means by which it will count end-user lines in the Qwest Density Zone 1 wire centers for the purposes of applying market-based rates for Unbundled Local Switching, including Unbundled Local Switching provided as part of UNE-P combinations.

You will find a summary of these updates on the attached Web Change Notification Forms. Actual updates to the operational documents are found on the Qwest Wholesale Web Site at these URLs:

UNE-P: <http://www.qwest.com/wholesale/pcat/unep.html>

UBS: <http://www.qwest.com/wholesale/pcat/unswitch.html>

Negotiations Template Agreement: <http://www.qwest.com/wholesale/clecs/negotiations.html>

Comment Cycle:

No formal comment cycle applies. If you have any questions on this subject, please submit comments to the CMP Manager at cmpcr@qwest.com.

Sincerely,

Qwest

Note: In cases of conflict between the changes implemented through this notification and any CLEC Interconnection Agreement (whether based on the Qwest SGAT or not), the rates, terms and conditions of such Interconnection Agreement shall prevail as between Qwest and the CLEC party to such Interconnection Agreement.

The Qwest Wholesale Web Site provides a comprehensive catalog of detailed information on Qwest products and services including specific descriptions on doing business with Qwest. All information provided on the site describes current activities and process.

Prior to any modifications to existing activities or processes described on the web site, wholesale customers will receive written notification announcing the upcoming change.

WEB CHANGE NOTIFICATION FORM:

Attention: Changes have been made to the Qwest's Wholesale Markets Web Page URL
<http://www.qwest.com/wholesale/>

Product(s) Impacted: Unbundled Network Elements-Platforms (UNE-P) – General Information

Effective Date: September 25, 2002

Updated information/documentation will be posted to the Wholesale Markets web site that impact Unbundled Network Elements-Platform (UNE-P) – General Information for Wholesale Interconnection.

This information will be found at URL: <http://www.qwest.com/wholesale/pcat/unep.html>

If you do not see the following updates, hit the reload button on your Netscape Navigator, or refresh under view within Internet Explorer.

All updates are consistent with the information available in the Statement of Generally Available Terms (SGAT) URL <http://www.qwest.com/about/policy/sgats/>

Section	Sub Section	UPDATE / ACTIVITY
Pricing	Rates	<p>DELETE UNE-P products are available in Qwest Wire Centers where technically feasible. ADD The FCC UNE Remand Order allows Qwest DELETE is allowed to charge market-based rates for UBS and the UBS element of UNE-P service when your end-users ADD have four or more DELETE exceed three access lines in DELETE certain ADD specified Zone 1 Metropolitan Statistical Area (MSA) Qwest wire centers ADD PERIOD DELETE as defined in the FCC's UNE Remand Order. See following table for Metropolitan Statistical Area (MSA) Exempt Wire Centers.</p> <p>In ADD these specified DELETE the exempt wire centers, you may order UBS or UNE-P for your end-users with three access lines or fewer at UNE rates. When an end-user exceeds three DELETE or more UBS or UNE-P access lines, ADD Qwest may bill market-based rates DELETE will apply to ADD for the UBS service or the UBS element of all four or more UNE-P lines. The UBS product and the UBS element of UNE-P service includes the port, Local Switching Originating MOU, and vertical switch features. For UNE-P, charges for the loop and shared transport will remain at UNE rates.</p> <p>For UNE-P services, ADD determination whether DELETE application of market-based rates ADD apply will be made by counting DELETE calculated using the number of voice grade service ADD equivalent access lines DELETE equivalent you order for your individual ADD end-users at a given location DELETE end-user. ADD End-user listed name will be used to determine which lines belong to an individual end-user. Each UNE-P POTS, UNE-P PAL, UNE-P ISDN BRI, UNE-P Centrex 21, or UNE-P PBX analog trunk combination counts as one dial-tone ADD voice grade equivalent access line. DELETE Your end-</p>

		<p>user is defined by listed name within each exempt wire center. For purposes of determining the exclusion, an end-user by such definition might have access lines at more than one service or listed address while the excluded wire center, all of which would be counted for purposes of determining the number of access lines.</p> <p>DELETE Currently Qwest is ADD currently charging DELETE billing UNE rates ADD for all in-service UBS, including UBS provided as an element of UNE-P combination services. However, Qwest reserves the right to charge market-based rates for such UBS as allowed by the FCC. At such time as Qwest determines to begin charging market-based rates, DELETE regardless of the market-based rate exemption. When Qwest's systems are capable of allowing identification and billing of market-based rates, you will be notified of the ADD rate DELETE pending billing change by Product Announcement and Change Management Process (CMP) channels.</p>
--	--	--

WEB CHANGE NOTIFICATION FORM:

Attention: Changes have been made to the Qwest's Wholesale Markets Web Page URL
<http://www.qwest.com/wholesale/>

Product(s) Impacted: Unbundled Network Elements – Switching (UBS)

Effective Date: September 25, 2002

Updated information/documentation will be posted to the Wholesale Markets web site that impact Unbundled Network Elements – Switching (UBS) for Wholesale Interconnection.

This information will be found at URL: <http://www.qwest.com/wholesale/pcat/unswitch.html>

If you do not see the following updates, hit the reload button on your Netscape Navigator, or refresh under view within Internet Explorer.

All updates are consistent with the information available in the Statement of Generally Available Terms (SGAT) URL <http://www.qwest.com/about/policy/sgats/>

Section	Sub Section	UPDATE / ACTIVITY
Pricing	Rate Structure	<p>Vertical features will be offered as options for Unbundled Local Switching at rates listed in Exhibit A of the SGAT (Link blue text to: http://www.qwest.com/about/policy/sgats/) for the relevant state. DELETE Exhibit A contains the UNE rates and the market-based rates for this component of Unbundled Local Switching. UNE rates apply unless the end-user to be served has four access lines or more and the lines are located in wire centers located in Density Zone 1 in Metropolitan Statistical Areas (MSAs) specified in the state-specific SGAT (Link blue text to: http://www.qwest.com/about/policy/sgats/), then market-based rates apply.</p> <p>DELETE The MSA Qualification is defined in the FCC's UNE Remand Order. Qwest is exempt from the requirement to provide unbundled switching for end-users with four or more access line equivalents within certain Qwest exempt wire centers (listed below and in each state SGAT), or Qwest may charge market-based rates for such unbundled switching. Qwest will charge market-based rates for unbundled switching in these "exempt" wire centers. However, Qwest is not able at the time of this update to implement billing of market-based rates. When Qwest's systems are capable of allowing identification and billing of market-based rates you will be notified of the pending billing change by Product Announcement and the Change Management Process (CMP) described in Exhibit G of the SGAT for the relevant state. (Link blue text to: http://www.qwest.com/about/policy/sgats/)</p> <p>DELETE In the "exempt" wire centers, you may order the Local Switching UNE for your end-users with three access lines or less at UNE rates. If you have four or more access lines for an individual end-user within the exempt wire centers, market-based rates will apply to the Local Switching UNE. The Local Switching</p>

		<p>LINE includes port, local switch MOU, and vertical switch features.</p> <p>DELETE When your end-user has three or less access lines and adds additional access lines/ local Switching UNEs (i.e., increasing to four or more), market based unbundled switching rates will apply to the unbundled local switching elements for all four or more access lines.</p> <p>DELETE Application of unbundled local switching market-based rates will be calculated using the number of DSO equivalents you order for your individual end-users. Each Plain Old Telephone Service (POTS), ISDN-BRI, or PBX analog trunk counts as one DSO equivalent access line.</p> <p>DELETE Your end-user is defined by Listed Name within each exempt wire center. For purposes of determining the exclusion, an "end-user" by such definition might have access lines at more than one service or listed address within the excluded wire center, all of which would be counted for purposes of determining the number of access lines.</p> <p>ADD The FCC UNE Remand Order allows Qwest to charge market-based rates for UBS and the UBS element of Unbundled Network Elements - Platform (UNE-P) (Link blue text to: http://www.qwest.com/wholesale/postnmp.html) service when your end-users have four or more access lines in specified Zone 1 Metropolitan Statistical Area (MSA) Qwest wire centers.</p> <p>ADD In these specified wire centers, you may order UBS or UNE-P for your end-users with three access lines or fewer at UNE rates. When an end-user exceeds three UBS or UNE-P access lines, Qwest may bill market-based rates for the UBS service of the UBS element of all four or more UNE-P lines. The UBS product and the UBS element of UNE-P service includes the port, Local Switching Originating MOU, and vertical switch features. For UNE-P, charges for the loop and shared transport will remain at UNE rates.</p> <p>ADD For UNE-P services, determination whether market-based rates apply will be made by counting the number of voice grade service equivalent access lines you order for your individual end-users at a given location. End user listed name will be used to determine which lines belong to an individual end-user. Each Plain Old Telephone Service (e.g., 1FR, 1FB, Centrex), ISDN-BRI, or PBX analog trunk counts as one DSO equivalent access line.</p> <p>ADD Qwest is currently charging UNE rates for all in-service UBS, including UBS provided as an element of UNE-P combination services. However, Qwest reserves the right to charge market-based rates for such UBS as allowed by the FCC. At such time as Qwest determines to begin charging market-based rates, you will be notified of the rate change by Product Announcement and Change Management Process (CMP) channels.</p> <p>ADD Fourteen Density Zone 1 Wire Centers located within the FCC-specified MSAs have been identified in the Qwest Territory.</p> <p>DELETE The fourteen Density Zone 1 exempt wire centers</p>
--	--	---

		identified in the FCC's Remand Order, with specified MSA qualifications are as follows:
--	--	---

DELETE Metropolitan Statistical Area (MSA) ADD MSA Exempt Wire Centers	CLLI
Denver, CO	DNVRCOCH DNVRCOCP DNVRCODC DNVRCOMA DNVRCONO
Minneapolis/St. Paul, MN	MPLSMNDT STPLMNBE STPLMNMK
Phoenix, AZ	PHNXAZMA PHNXAZNO
Portland, OR	PTLDOR69
Salt Lake City, UT	SLKCUTMA
Seattle, WA	STTLWA06 STTLWAEAL

Pricing	Rate Structure	<p>DELETE Market-based rates apply for Unbundled Local Switching when:</p> <ul style="list-style-type: none"> your end-user has four or more access lines; The lines are located in wire centers in Density Zone 1 in MSAs specified in the SGAT for the relevant state (Link blue text to: http://www.qwest.com/about/policy/sgats/); Qwest defined Density Zone 1 on January 1, 1999; Enhanced Extended Loop (EEL) (Link blue text to: http://www.qwest.com/retailsale/pca/eel.html) are available as applicable in your state;
Implementation	Billing	<p>DELETE Qwest is currently unable to implement billing of Market Based Rates for MSA (Link blue text to Anchor Metropolitan Statistical Area (MSA) Qualification) "exempt" wire centers. Once Qwest systems are capable of allowing identification and billing of Market Based Rates, you will be notified of the pending billing change by Product Announcement and CMP described in Attachment G of the SGAT for the relevant state. (Link blue text to: http://www.qwest.com/about/policy/sgats/)</p>

WEB CHANGE NOTIFICATION FORM:

Attention: Changes have been made to the Qwest's Wholesale Markets Web Page URL
<http://www.qwest.com/wholesale/>

Business Procedures Impacted: Negotiations Template Agreement

Effective Date: September 25, 2002

Updated information/documentation will be posted to the Wholesale Markets web site that impact Negotiations Template Agreement

This information will be found at URL: <http://www.qwest.com/wholesale/clecs/negotiations.html>

If you do not see the following updates, hit the reload button on your Netscape Navigator, or refresh under view within Internet Explorer.

All updates are consistent with the information available in the Statement of Generally Available Terms (SGAT) URL <http://www.qwest.com/about/policy/sgats/>

Section	Sub Section	UPDATE / ACTIVITY
Product Name		Negotiations Template Agreement – DELETE V31.0 ADD V31.0
History Log		History Log (Link blue text to: replace existing download with attached Neg Temp Agreement History Log)
Amendments for Products and Services Not in the Filed SGATs		ADD Unbundled Local Switching – Exception to UNE Pricing Amendment (Link blue text to: Unbundled Local Switching Exception to UNE Pricing Amendment)

**Unbundled Local Switching - Exception to UNE Pricing Amendment
to the Interconnection Agreement between
Qwest Corporation and**

for the State of _____

This is an Amendment ("Amendment") for _____ to the _____ Interconnection Agreement between Qwest Corporation "Qwest", a Colorado corporation, and _____ ("CLEC"). CLEC and Qwest shall be known jointly as the "Parties".

RECITALS

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement ("Agreement") for service in the state of _____ which was approved by the _____ Commission ("Commission"); and

WHEREAS, the Parties wish to amend the Agreement further under the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Amendment Terms

The Agreement is hereby amended by replacing terms and conditions, Sections 9.11.2.5 and 9.11.2.5.7, and 9.11.2.5.7.1, as set forth in the Agreement, for Unbundled Local Switching as set forth in Attachment 1, to this Amendment, attached hereto and incorporated herein by this reference.

Effective Date

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met.

Further Amendments

Amendments; Waivers. The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Agreement may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Entire Agreement. This Agreement (including the documents referred to herein) constitutes the full and entire understanding and agreement between the parties with regard to the subjects of this Agreement and supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they relate in any way to the subjects of this Agreement.



Qwest Corporation

Signature

Name Printed/Typed

Title

Date

Signature

Name Printed/Typed

Title

Date



Arizona

9.11.2.5 Unbundled Local Switching does not constitute a Unbundled Network Element (UNE), and is therefore not available at UNE rates, when CLEC's End User Customer to be served with Unbundled Local Switching has four (4) or more access lines at a given location, and the lines are located in density zone 1 in specified Metropolitan Statistical Areas (MSAs). An exception would be when CLEC orders EEL in density zone one of the top fifty (50) MSAs and Qwest cannot provision the service. Unbundled Local Switching is available at market-based rates when CLEC's End User Customer to be served with Unbundled Local Switching has four (4) or more access lines at a given location and the lines are located in density zone 1 in specified MSAs. This exception applies to density zone 1 as it was defined by Qwest on January 1, 1999.

9.11.2.5.7 CLEC may order new Unbundled Local Switching or Unbundled Network Element – Platform (UNE-P) Combinations in quantities that exceed three (3). If CLEC orders four (4) or more such Unbundled Local Switching elements or UNE-P Combinations for an individual End User Customer at a given location within the Wire Center(s) identified above in this section, market-based rates for the Unbundled Local Switching elements or for the unbundled switching component of the UNE-P service as provided in Exhibit A of the Statements of Generally Available Terms and Conditions (SGAT's) shall apply.

9.11.2.5.7.1 When a CLEC's End User Customer with three (3) lines or fewer served by UNE-P or unbundled switching adds lines so that it has four (4) or more lines at a given location, CLEC shall do one of the following regarding the original three (3) Unbundled Local Switching elements or UNE-P lines within sixty (60) days from the date the fourth line is added: 1) CLEC may retain such unbundled switching lines at a market-based rate or retain such UNE-P lines as UNE-P Combinations with a market-based rate for the unbundled switching component shown in Exhibit A of the SGAT; or 2) CLEC shall convert such lines from UNE-P lines or unbundled switching elements to resold services or other appropriate arrangement.

All other states:

9.11.2.5 Unbundled Local Switching does not constitute a UNE, and is therefore not available at UNE rates, when CLEC's End User Customer to be served with Unbundled Local Switching has four (4) or more access lines at a given location, and the lines are located in density zone 1 in specified Metropolitan Statistical Areas (MSAs). Unbundled Local Switching is available at market-based rates when CLEC's End User Customer to be served with Unbundled Local Switching has four (4) or more access lines at a given location and the lines are located in density zone 1 in specified MSAs. This exception applies to density zone 1 as it was defined by Qwest on January 1, 1999.

9.11.2.5.7 CLEC may order new Unbundled Local Switching or UNE-P Combinations in quantities that exceed three (3). If CLEC orders four (4) or more such Unbundled Local Switching elements or UNE-P Combinations for an individual End User Customer at a given location within the Wire Center(s) identified above in this section, market-based rates for the Unbundled Local Switching elements or for the unbundled switching component of the UNE-P service as provided in Exhibit A of the SGAT shall apply.

9.11.2.5.7.1 When a CLEC's End User Customer with three (3) lines or fewer served by UNE-P or unbundled switching adds lines so that it has four (4) or more lines at a given location, CLEC shall do one of the following regarding the original three (3) Unbundled Local Switching elements or UNE-P lines within sixty (60) days from the date the fourth line is added: 1) CLEC may retain such unbundled switching lines at a market-based rate or retain such UNE-P lines as UNE-P



Combinations with a market-based rate for the unbundled switching component shown in Exhibit A of the SGAT; or 2) CLEC shall convert such lines from UNE-P lines or unbundled switching elements to resold services or other appropriate arrangement.

**Unbundled Local Switching - Exception to UNE Pricing Amendment
to the Interconnection Agreement between
Qwest Corporation and**

for the State of _____

This is an Amendment ("Amendment") for _____ to the Interconnection Agreement between Qwest Corporation "Qwest", a Colorado corporation, and _____ ("CLEC"). CLEC and Qwest shall be known jointly as the "Parties".

RECITALS

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement ("Agreement") for service in the state of _____ which was approved by the _____ Commission ("Commission"); and

WHEREAS, the Parties wish to amend the Agreement further under the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Amendment Terms

The Agreement is hereby amended by replacing terms and conditions, Sections 9.11.2.5 and 9.11.2.5.7, and 9.11.2.5.7.1, as set forth in the Agreement, for Unbundled Local Switching as set forth in Attachment 1, to this Amendment, attached hereto and incorporated herein by this reference.

Effective Date

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met.

Further Amendments

Amendments; Waivers. The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Agreement may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will

_____ Amd CLEC name/state

be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Entire Agreement. This Agreement (including the documents referred to herein) constitutes the full and entire understanding and agreement between the parties with regard to the subjects of this Agreement and supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they relate in any way to the subjects of this Agreement.

Qwest Corporation

Signature

Signature

Name Printed/Typed

Name Printed/Typed

Title

Title

Date

Date

Arizona

9.11.2.5 Unbundled Local Switching does not constitute a UNE, and is therefore not available at UNE rates, when CLEC's End User Customer to be served with Unbundled Local Switching has four (4) or more access lines at a given location, and the lines are located in density zone 1 in specified Metropolitan Statistical Areas (MSAs). An exception would be when CLEC orders EEL in density zone one of the top fifty (50) MSAs and Qwest cannot provision the service. Unbundled Local Switching is available at market-based rates when CLEC's End User Customer to be served with Unbundled Local Switching has four (4) or more access lines at a given location and the lines are located in density zone 1 in specified MSAs. This exception applies to density zone 1 as it was defined by Qwest on January 1, 1999.¹

9.11.2.5.7 CLEC may order new Unbundled Local Switching or UNE-P Combinations in quantities that exceed three (3). If CLEC orders four (4) or more such Unbundled Local Switching elements or UNE-P Combinations for an individual End User Customer at a given location within the Wire Center(s) identified above in this section, market-based rates for the Unbundled Local Switching elements or for the unbundled switching component of the UNE-P service as provided in Exhibit A to this Agreement shall apply.

9.11.2.5.7.1 When a CLEC's End User Customer with three (3) lines or fewer served by UNE-P or unbundled switching adds lines so that it has four (4) or more lines at a given location, CLEC shall do one of the following regarding the original three (3) Unbundled Local Switching elements or UNE-P lines within sixty (60) days from the date the fourth line is added: 1) CLEC may retain such unbundled switching lines at a market-based rate or retain such UNE-P lines as UNE-P Combinations with a market-based rate for the unbundled switching component shown in Exhibit A of this Agreement; or 2) CLEC shall convert such lines from UNE-P lines or unbundled switching elements to resold services or other appropriate arrangement.

All other states:

9.11.2.5 Unbundled Local Switching does not constitute a UNE, and is therefore not available at UNE rates, when CLEC's End User Customer to be served with Unbundled Local Switching has four (4) or more access lines at a given location, and the lines are located in density zone 1 in specified Metropolitan Statistical Areas (MSAs). Unbundled Local Switching is available at market-based rates when CLEC's End User Customer to be served with Unbundled Local Switching has four (4) or more access lines at a given location and the lines are located in

¹ Qwest has not implemented market-based rates for stand-alone Unbundled Local Switching nor for Unbundled Local Switching as supplied with UNE-P combinations. Qwest currently offers stand-alone Unbundled Local Switching and UNE-P combinations in all Qwest geographic locations at TELRIC rates. However, Qwest reserves the right to charge market-based rates for stand-alone Unbundled Local Switching and for Unbundled Local Switching as supplied with UNE-P combinations as described in Section 9.11.2.5.

density zone 1 in specified MSAs. This exception applies to density zone 1 as it was defined by Qwest on January 1, 1999.²

9.11.2.5.7 CLEC may order new Unbundled Local Switching or UNE-P Combinations in quantities that exceed three (3). If CLEC orders four (4) or more such Unbundled Local Switching elements or UNE-P Combinations for an individual End User Customer at a given location within the Wire Center(s) identified above in this section, market-based rates for the Unbundled Local Switching elements or for the unbundled switching component of the UNE-P service as provided in Exhibit A to this Agreement shall apply.

9.11.2.5.7.1 When a CLEC's End User Customer with three (3) lines or fewer served by UNE-P or unbundled switching adds lines so that it has four (4) or more lines at a given location, CLEC shall do one of the following regarding the original three (3) Unbundled Local Switching elements or UNE-P lines within sixty (60) days from the date the fourth line is added: 1) CLEC may retain such unbundled switching lines at a market-based rate or retain such UNE-P lines as UNE-P Combinations with a market-based rate for the unbundled switching component shown in Exhibit A of this Agreement; or 2) CLEC shall convert such lines from UNE-P lines or unbundled switching elements to resold services or other appropriate arrangement.

_____ And CLEC name/state